

DELETED

Meeting Date
11/17/2015



AGENDA	
Section	Consent
Item No.	II.B.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Eco-Tour Commercial Permit Process – All Districts Fiscal Impact: Approval of this action will generate revenue up to \$15,000.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board authorize the permit process for the commercial operation of watercraft in selected County owned and operated parks and approve permit fees. It is further requested the Board approve the Eco-Tour Vendor Permit Agreement and authorize the Parks and Recreation Department Director to execute said Agreement on behalf of the Board.

Summary Explanation & Background:

At a regular meeting of the Board of County Commissioners on October 21, 2014, staff was directed to work with community businesses to develop a voluntary no cost licensing process for the commercial operation of kayaks, canoes, and standup paddleboards (SUP) at selected parks within the Brevard County Park system, compile annual usage statistics and return to the Board with recommendations.

Throughout the voluntary no cost licensing period, Parks and Recreation Department staff had communications on multiple occasions with the commercial operators of kayak, canoes and SUP businesses utilizing the park system. Their concerns and suggestions were received and discussed for development of the proposed permitting and application process.

The increased popularity of commercial watercraft eco-tours throughout Brevard County has prompted the need to establish a fair and balanced procedure that will not only continue eco-tourism opportunities for both visitors and residents, but will ensure the citizens of Brevard County will continue to have access to parks.

Commercial enterprises providing watercraft eco-tours will be required to secure permits for this operation at parks within the Brevard County Parks system. Pursuant to Brevard County Code of Ordinances, Section 78-107, Commercial Activity, a permit is required to conduct commercial activity within a Brevard County Park. Compliance with permit criteria in Section 78-82 must be met.

Under the proposed permitting process vendors will be offered a General Permit that will allow operation in selected County Parks seven (7) days a week with no holiday restrictions. The permit fee for this General Permit is \$125 paid quarterly (annualized). Vendors may offer up to two (2) tours per day with no more than 15 watercraft, including guide watercraft, with only one tour operating at a time per vendor. Additionally, a Restricted Use Permit will be offered for Manatee Cove Park and Pine Island Conservation Area on Merritt Island. The permits are offered through a lottery selection process for selected days of the week at each site (selected holidays excluded). Vendors may offer up to two (2) tours per day with no more than 15 watercraft, including guide watercraft, with only one tour operating at a time per vendor. The fee for this Restricted Permit is \$250 paid quarterly (annualized) per each awarded day for the year. Awarded vendors and their staff must complete a mandatory eco-tour awareness training class, provide liability insurance and meet all regulatory requirements. (continued on next page)

Clerk to the Board Instructions:

Exhibits Attached: Section 78 Brevard County Code, Eco-Tour Vendor General Permit Application, Eco-Tour Vendor Restricted Use Permit Application, Lottery Selection Process, Sample Permit, Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Assistant County Manager,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten		Assistant County Manager, Venetta Valdengo 	

AGENDA REPORT

Summary Explanation & Background (page 2):

A letter to eco-tour vendors will be sent informing them Brevard County will now be requiring permits for commercial use of launch facilities. A press release will be distributed to the local media and a notice will be placed in the local newspaper. The notices will clarify that Manatee Cove Park and Pine Island Conservation Area will have restricted use, and permits will be awarded through a lottery selection process. It is anticipated these notices will be sent by December 4th. Interested vendors will be required to submit their applications for the lottery selection process by December 18th. The lottery selection process will take place on January 8th. The Lottery Selection Process shall be publicly noticed and open to the public to observe (Lottery Selection Process attached).

Standard Eco-Tour Vendor Permit Agreements will be prepared and available for vendor signatures with initial payment due by January 15th. Permitted vendors will be given a "Hanger Permit" (sample attached) for their vehicle's rearview mirror, and a laminated permit card to be carried by the lead guide while on the water. These documents will include the Vendor's Name (Company), General Permit # (if any), Restricted Use sites and days of operation, and year. Permits will be required by January 22nd. Any commercial watercraft eco-tour operations in county parks after this date will be subject to enforcement.

Brevard County Parks and Recreation Department, the Tourism Development Office, and UF/Extension Services are working together to promote commercial eco-tourism tour guides through the permitting system; ensuring sustainable access to waterways and a high-quality guest experience.

Chapter 78 - PARKS AND RECREATION

FOOTNOTE(S):

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Cross reference— Civic and cultural affairs, ch. 34; library, ch. 70. [\(Back\)](#)

Special act reference—Special acts pertaining to parks and recreation, ch. 242

State Law reference— Authority of board of county commissioners to provide for parks, F.S. § 125.01(1)(f). [\(Back\)](#)

ARTICLE I. - IN GENERAL

Sec. 78-1. - Regulation of facilities.

- (a) *Authority.* The Brevard County Board of County Commissioners shall prepare and adopt by resolution regulations for the use of parks, recreational facilities, and department managed lands owned or operated by the county which include but are not limited to the use of supplies and equipment, the charge and payment of fees, the hours of operation, the use and parking of vehicles, the conduct and overall safety of persons within the parks, recreational facilities, and department managed lands and the general use of parks, recreational facilities, and department managed lands for each such park, recreational facility, and department managed lands as may be necessary.
- (b) *Penalty for violation.* Whoever violates any regulation after having notice, either oral or written, of such regulation and refuses to comply with such regulation, or whoever violates a regulation when the regulation is posted on a sign or billboard in the park, recreational facility, or department managed lands shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment as provided in Chapter 1, Section 1-7(c) of the Code of Ordinances of Brevard County.

(Code 1979, § 18-2(a), (e); Ord. No. 08-12, § 1, 4-22-08)

Secs. 78-2—78-35. - Reserved.

Editor's note—

Ord. No. 08-12, § 2, adopted April 22, 2008, repealed section 478-2 in its entirety, which pertained to public use of Enchanted Forest Sanctuary, and derived from the Code of 1979, § 18-108.

ARTICLE II. - BOND ISSUES

Sec. 78-36. - Authority to establish capital projects.

Pursuant to Article VIII, sec. 1(g), Florida Constitution, and the county home rule powers specified in F.S. § 125.01 (2007), or any successor thereto, the board of county commissioners is hereby authorized to acquire, construct, furnish and equip county capital projects for parks, playgrounds, recreational campgrounds, department managed lands and other recreational facilities of the county (hereinafter called projects).

(Code 1979, § 18-15; Ord. No. 08-12, § 3, 4-22-08)

Sec. 78-37. - Issuance of revenue bonds.

To pay the cost of the projects described above, the board is authorized to issue revenue bonds, hereinafter referred to as bonds, from time to time in the form and content acceptable to qualified bond counsel and disclosure counsel. Such bonds may be in coupon form, in such denomination or denominations, bear interest at such rates not exceeding the maximum rate allowed by law and shall mature at such time or times not exceeding 30 years from their date or dates as may be determined by the board of county commissioners. The bonds may be made redeemable before maturity, at the option of the board, at such price or prices and under such terms and conditions as may be fixed by the board prior to their issuance. The board of county commissioners shall determine the place or places of payment of the principal and interest which may be at any bank or trust company within or without the state. The bonds shall be signed either by manual or facsimile signatures of the chairman and clerk of the board; provided that such bonds shall bear at least one signature which is manually executed thereon, and the coupons attached to such bonds shall bear the facsimile signature or signatures of such officer or officers as shall be designated by the board. The bonds shall have the seal of the board affixed, imprinted, reproduced or lithographed thereon, all as may be prescribed in the resolution or resolutions authorizing the issuance thereof. The bonds shall be sold at public sale or private sale at such price or prices as the board of county commissioners shall determine to be in the best interest, provided that the price shall be not less than 95 percent of the par value of the bonds sold.

(Code 1979, § 18-16; Ord. No. 08-12, § 4, 4-22-08)

State law reference— Maximum interest rate, F.S. § 215.84.

Sec. 78-38. - Payment of principal of and interest on bonds.

The principal of and interest on the bonds issued under this article may be payable from the revenues derived from the operation of the projects, if any, and from other funds of the county derived from sources other than ad valorem taxation received by the board of county commissioners or by any separate board or authority appointed by the board of county commissioners.

(Code 1979, § 18-17)

Sec. 78-39. - Budgeting of funds.

The board of county commissioners shall include in the county budget in each year the amount of the principal of and interest on the bonds becoming due in each year and reserves therefor, to be payable only from revenues of the projects and other funds of the county derived from sources other than from ad valorem taxation.

(Code 1979, § 18-18)

Sec. 78-40. - Bonds constitute negotiable instruments.

The bonds issued under this article are hereby constituted negotiable instruments under the law merchant and the laws of the state.

(Code 1979, § 18-19)

Sec. 78-41. - Bonds constitute legal investments.

The bonds issued under this article are hereby constituted as legal investments for any state, county, municipal or other public funds or for any bank, savings bank, trustees, executors, guardians or any trust or fiduciary funds whatsoever. Such bonds shall also be and constitute legal securities which may be deposited by any bank or trust company for the security of state, county, municipal or other public funds.

(Code 1979, § 18-20)

Sec. 78-42. - Election not required.

No referendum or election in the county shall be required for the exercise of any of the provisions of this article unless such referendum or election is required by the constitution of the state or the County Charter.

(Code 1979, § 18-21; Ord. No. 08-12, § 5, 4-22-08)

Sec. 78-43. - Project expenses authorized.

The cost of the projects may be deemed to also include, but not be limited to, the cost of acquisition of sites, legal, engineering, fiscal, architectural fees and fees of any other experts or consultants employed by the board of county commissioners, engineering or architectural studies, surveys, plans and designs for the projects; provisions for debt service reserves; bond discount, the expense of the issuance, authorization and sale of said bonds including advertisement, notices and other proceedings in connection therewith; and such other expenses as are necessary, incidental or appurtenant to the purposes authorized under this article.

(Code 1979, § 18-22)

Sec. 78-44. - Covenant with bondholders.

The county does hereby covenant with the holders of bonds issued under this article that it will not enact any ordinance which will repeal, impair or amend in any manner the rights of such holders or the security of the funds which may be pledged to the payment of the principal of and interest on the bonds issued pursuant to the provisions of this article.

(Code 1979, § 18-23)

Sec. 78-45. - Supplemental authority.

This article shall not be deemed to repeal or supersede any other law or laws but shall be considered as supplemental and additional authority to the board of county commissioners to carry out and perform the powers provided in this article.

(Code 1979, § 18-24)

Secs. 78-46—78-75. - Reserved.

ARTICLE III. - USE OF PARKS

FOOTNOTE(S):

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Editor's note— Ord. No. 96-31, adopted Jul. 2, 1996, repealed art. III, §§ 78-76—78-83, 78-101—78-124 and 78-146—78-148, and enacted a new art. III, designated by the editor as §§ 78-76—78-83, 78-101—78-124 and 78-146—78-148, to read as herein set out. Prior to repeal, former art. III pertained to similar subject matter as derived from the Code of 1979, §§ 18-101—18-107.

Cross reference— Open containers of alcohol in motor vehicles, § 6-4; animals in parks or on beaches, § 14-60; use of county property by track vehicles, § 74-1; roads and bridges, ch. 86; vehicles on public beaches, § 106-2; off road vehicles, § 106-3. ([Back](#))

DIVISION 1. - GENERALLY

Sec. 78-76. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages shall mean and includes any beer, wine, fortified wine, liquor or alcoholic beverage defined in F.S. ch. 561.01(4).

Animal shall mean any mammal, reptile, amphibian, bird or invertebrate.

Applicant shall mean an individual or organization who sponsors an activity and/or who applies for a permit.

Closing hours shall mean that time period during which a park, recreational facility, and department managed lands is closed to the general public.

Commercial activity shall mean the sale, service or solicitation of any item for a set fee or donation, tangible or intangible, including but not limited to food and/or beverages; the charging of admission; the charging of fees for any service, entertainment or amusement.

Contracted services shall mean an arrangement for purchase of goods or services on a contractual basis.

Co-sponsor shall mean a mutual agreement providing leisure services in utilization of department managed lands or facilities between the parks and recreation director (county) or designee and an individual, group, or organization.

County shall mean the parks and recreation department acting on behalf of the Brevard County Board of County Commissioners.

Department shall mean the parks and recreation department of the county.

Department director shall mean the person appointed by the board of county commissioners to coordinate all park and recreation programs, parks, recreational facilities, and department managed lands.

Department managed lands shall mean a park, reservation, playground, beach, recreation center, refuge, sanctuary, conservation area and environmentally endangered lands or other area owned, leased, managed, operated or maintained by the county and devoted to active or passive recreation.

Designated area shall mean that geographical area which has been established by the department for a specific activity or activities within a park or recreation facility.

Environmentally endangered lands are environmentally unique, irreplaceable lands that are valued ecological resources and at risk of extirpation in the county.

Entertainment equipment shall mean, but is not limited to moon walks, rock climbing walls, pony rides, dunking booths, ball crawls, kiddy trains, inflatables, and similar equipment used for the purpose of entertainment.

Fireworks shall mean and include any combustible or explosive composition or substance or combination of substances or, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation.

Law enforcement shall mean any governmental body which exercises jurisdiction over a park or recreational facility.

Material misrepresentation shall mean the falsification of information provided to request and/or obtain the use of a park, recreational facility or department managed lands.

Motor vehicle shall mean any vehicle, which is self-propelled and licensed by the state.

Motorized scooter shall mean any vehicle not having a seat or saddle for the use of the rider designed to travel on not more than three wheels, and not capable of traveling at speeds greater than 30 miles per hour on level ground.

Non-profit organization shall mean a not-for-profit tax exempt corporation, pursuant to F.S. ch. 617.

Not for profit organization shall mean a non profit charitable corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax exempt under the provisions of sections 501(c)(3), (4), (7), (10), or (19) of the Internal Revenue Code of 1954.

Organized athletics shall mean any pre-arranged sport related game, contest, practice, clinic, competition, warm up, training, playoff, event, or activity.

Park includes a park, reservation, playground, beach, recreation center, refuge, sanctuary or other area owned, leased, operated or maintained by the county and devoted to active or passive recreation.

Permit shall mean a written document issued by the department granting permission for a specific activity.

Person shall mean an individual, group, and/or organization.

Public issue speech shall mean all speech and assembly protected by the First Amendment to the United States Constitution, as interpreted by case law; including, but not limited to, religious, political and philosophical speech and assembly as well as charitable solicitation for any purpose described in F.S. § 496.404(20) (2001), as amended.

Recreational facility shall mean any area devoted to active or passive recreation on property owned, leased, managed, operated or maintained by the county.

Recreation partner shall mean a group or organization which has a current recreation partner agreement with the board of county commissioners.

Recreational vehicle shall mean a unit designed as a temporary living quarter for recreational camping or travel use which does not include cars, boats, or conversion vans.

Security violation shall mean any activity, which results in an arrest by a certified law enforcement officer, resulting in the imposition, by a court of law, of a fine, imprisonment, probation and/or other criminal penalty. This term includes only those arrests which occurred during a permitted event and on the property of the park or recreational facility where such event is held.

Special event shall mean an event characterized by one or more of the following: open to the public; anticipated attendance of 201 or more; requiring temporary closure of park roadways; and/or anticipated attendance exceeding facility capacity.

Sponsor shall mean an individual, group, or organization who vouches or is responsible for utilization of department managed lands or facilities. The sponsor may be the parks and recreation department.

Ultra light aircraft shall mean any aircraft meeting the criteria established by part 103 of the Federal Aviation Regulations.

Vehicle shall mean any watercraft or wheeled conveyance, whether motor powered, animal drawn or self propelled or any trailer in tow of any size, kind or description.

Vendor shall mean a person who provides food, beverage, products and/or services on a contractual basis at a parks and recreation sponsored function.

Weapon shall mean any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, any deadly weapon other than a common pocketknife, or any item, object or instrument wielded with an intent to do or threaten bodily injury of physical harm.

(Ord. No. 96-31, § 1, 7-2-96; Ord. No. 98-53, § 1, 10-27-98; Ord. No. 08-12, § 6, 4-22-08; Ord. No. 2010-08, § 1, 3-23-10)

Cross reference— Definitions generally, § 1-2.

Sec. 78-77. - Policy.

- (a) *Intent.* It is the general purpose and intent of this article to establish uniform procedures for the administration of parks, recreational facilities, and department managed lands in the county; to establish a system of regulations and rules governing the activities within the parks, recreational facilities, and department managed lands; to declare certain activities as violations; to provide for penalties for violation of the regulations; to allow expulsion from parks, recreational facilities, and department managed lands for violation of certain provisions and to provide a procedure for establishing permits for activities within designated areas and to set methods for the administration of parks, recreational facilities, and department managed lands.
- (b) *Area embraced.* This article shall be effective in all parks, recreational facilities, and department managed lands, as defined in this article, whether located in a municipality or unincorporated area of the county. Within any municipality, law enforcement officers of that municipality are authorized to enforce this article.

(Ord. No. 96-31, §§ 2.a., 2.b., 7-2-96; Ord. No. 08-12, § 7, 4-22-08)

Sec. 78-78. - Areas designated for specific activities.

The department director or designee shall have the authority to designate areas in parks, recreational facilities, and department managed lands for specific activities, and to prohibit other activities within the designated area. The department director or designee is authorized to post designated areas when in his/her discretion such posting is appropriate.

(Ord. No. 96-31, § 3, 7-2-96; Ord. No. 08-12, § 8, 4-22-08)

Sec. 78-79. - Emergency exclusion of public.

In an emergency, when the department director or designee shall determine that the public interest, public health, public morals, public safety, or public welfare requires such action, any park, recreational facility, or department managed land, or any part thereof, may be closed and all persons may be excluded from such area.

The county has designated certain facilities as emergency shelters. When a facility is activated as an emergency shelter no activity other than those required for the emergency will be permitted in the facility until such time as it is no longer needed as a shelter. The county parks and recreation department will provide as much advance notice as possible when a facility is activated as an emergency shelter. The county shall not be responsible for any monetary impact associated with cancellation of activity based on this section.

(Ord. No. 96-31, § 4, 7-2-96; Ord. No. 08-12, § 9, 4-22-08)

Sec. 78-80. - Right of entry.

The department, its employees or any law enforcement officers shall have the right at all times to enter the premises of any grounds, building, structure or enclosure located on parks, recreational facilities, or department managed lands including such grounds, buildings, structures or enclosures as may be leased or set aside for the private or exclusive use of any individual or group.

(Ord. No. 96-31, § 5, 7-2-96; Ord. No. 08-12, § 10, 4-22-08)

Sec. 78-81. - Enforcement personnel.

The department director shall appoint park rangers, security guards or other authorized personnel who shall be responsible for the enforcement of park rules and regulations and shall have the power to eject and expel any person for violation of any park rule or regulation and report the violation of any regulation to the proper law enforcement officers.

(Ord. No. 08-12, § 11, 4-22-08)

Editor's note—

Ord. No. 08-12, § 11, adopted April 22, 2008, amended section 78-81 in its entirety to read as herein set out. Formerly, section 78-81 pertained to park rangers, and derived from Ord. No. 96-31, § 6, adopted July 2, 1996.

Sec. 78-82. - Permits.

- (a) A permit is required when one or more of the following conditions apply:
- (1) The applicant desires exclusive use of all of or a portion of a park, recreational facility or department managed lands.
 - (2) The proposed activity includes organized athletics.
 - (3) The proposed activity is open to the public with an anticipated attendance of 50 or more (section 78-105).
 - (4) The proposed activity includes the possession or consumption of alcoholic beverages. The applicant has provided a plan and payment for security where required below.
 - (5) The applicant desires to take off in or land any aircraft, glider or parachute (section 78-106).
 - (6) The applicant desires to post signs (section 78-108).
 - (7) The proposed activity includes amplified music (section 78-110).
 - (8) The applicant desires to ride horseback after dark and/or before daylight (section 78-113).
 - (9) The applicant desires to carry, fire or discharge any weapon or fireworks.
- (b) The department shall issue a permit when all of the following conditions are met:
- (1) The desired park (or requested portion thereof), recreational facility, or department managed lands has not been reserved for other use at the time requested.
 - (2) The applicant has provided current photo identification and has completed an application for use permit.
 - (3) The applicant has provided fees as established by resolution of the board of county commissioners for the activity.
 - (4) The applicant is in full compliance with all laws, ordinances, rules and regulations, permitting and licensing requirements.
 - (5) The applicant has provided current proof of public and/or liquor liability insurance as required by the board of county commissioners.
 - (6) The applicant has provided a plan and payment for security as required in subsection (c).
 - (7) The proposed activity or activities will occur in an area designated for such activity or activities.
 - (8) The applicant has agreed to indemnify and hold the county harmless as established by resolution by the board of county commissioners.
 - (9) If the proposed activity includes commercial activity and/or is open to the public; as defined in section 78-76 the applicant must show proof that the applicant or applicant's organization is a non-profit or a not for profit organization.
- (c) Security.
- (1) The applicant shall provide and pay for a security plan for the proposed event if such event involves commercial activity, is open to the public and may reasonably be expected to draw 50 persons or more to the park or recreational facility. Such plan shall provide for at least one security personnel, under contract with the permit applicant, on duty at all times for the initial

201 attendees and thereafter one additional security personnel for every 500 additional persons attending the proposed event, with no security personnel working more than one eight-hour shift in any 24-hour period. As an alternative to providing a security plan, the applicant may pay the cost for providing security, in accordance with the above stated guidelines, under any interlocal agreement that the county may have with any law enforcement agency.

- (2) Security personnel shall include certified law enforcement officers or any bona fide private security company licensed to do business in the state.
 - (3) Where the proposed activity is to be conducted for the sole purpose of public issue speech and does not involve any commercial activity, the applicant shall not be required to pay the expenses associated with security, unless the same event has experienced two or more security violations at a single event, during the two calendar years immediately preceding the application in the county or any other jurisdiction.
- (d) All permits shall be signed by the department director or designee.
 - (e) If any proposed recreational or commercial activity may constitute a hazard as determined by department director or designee to any person or property, the department, as a condition of the issuance of a permit, shall require public liability insurance in an amount sufficient to protect such person or property. The amount and requirements of such insurance shall be established pursuant to a resolution adopted by the board of county commissioners. Such activities include but are not limited to the use or placement of entertainment equipment; athletic or sporting events involving physical contact; events that are expected to draw over 200 people which include amplified music; commercial activity; and any event which is open to the public and involves the possession or consumption of alcoholic beverages, the sale of food items and/or beverages, or any commercial activity as defined in this chapter.
 - (f) The department shall notify the applicant within five days, excluding weekends and holidays, whether the permit request is granted or denied, and if the permit is denied, the reason for such denial.
 - (g) The department director or designee shall have the authority to revoke a permit upon finding a violation of any rule or regulation, or a material misrepresentation.
 - (h) The applicant may appeal the refusal or revocation of a permit to the county manager within five days after notification of such refusal by filing a written notice. However, the denial of a permit may not be appealed if the basis for denial was:
 - (1) That the park, recreation facility, or department managed land was previously reserved; or
 - (2) Due to a prior material misrepresentation of the applicant.

If the department decision is upheld, the appeal may be referred to the board of county commissioners. The board of county commissioners may consider the appeal at a regularly scheduled meeting. If the board does not meet within 30 days the board shall direct the department to issue the permit unless the department demonstrates that the herein permit requirements have not been met. In the event the board affirms the denial of the permit the applicant may immediately request review by a court of competent jurisdiction subject to the rules and laws governing application to such court.

(Ord. No. 96-31, § 7, 7-2-96; Ord. No. 08-12, § 12, 4-22-08; Ord. No. 2010-08, § 1, 3-23-10)

Sec. 78-83. - Fees.

The board of county commissioners by resolution shall establish a schedule of charges and fees for the use of department owned or managed equipment, personal property and facilities. Fees, discounts, or special prices for activities and camping fees may be established or waived from time to time by the department director or designee. All fees may be automatically adjusted annually by the department director to reflect the percentage change in the consumer price index (CPI-U).

(Ord. No. 96-31, § 8, 7-2-96; Ord. No. 08-12, § 13, 4-22-08)

Sec. 78-84. - Reservations.

Reservation policies for parks, recreational facilities and department managed lands shall be established by resolution adopted by the board of county commissioners.

(Ord. No. 96-31, § 34, 7-2-96; Ord. No. 08-12, § 14, 4-22-08)

Secs. 78-85—78-99. - Reserved.

DIVISION 2. - PENALTIES, VIOLATIONS AND PROHIBITED CONDUCT

FOOTNOTE(S):

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Editor's note— Ord. No. 08-12, §§ 15—44, adopted April 22, 2008, amended division 2 in its entirety to read as herein set out. Formerly, division 2 pertained to similar subject matter, and derived from Ord. No. 96-31, §§ 9—32, adopted July 2, 1996; Ord. No. 98-53, §§ 2—4, adopted October 27, 1998; Ord. No. 04-24, § 1, adopted May 25, 2004.

Sec. 78-100. - Penalty.

It shall be unlawful to violate any provision of this chapter. Any violation of this chapter shall be punishable by a fine not to exceed \$500.00 or by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment as provided in subsection 1-7(c). Additionally, violations may result in cancellation of activities, forfeiture of applicable fees, assessment of additional damages or fees, and violators may be expelled, ejected and/or prohibited from future use of parks, recreational facilities, and department managed lands.

(Ord. No. 08-12, § 16, 4-22-08)

Sec. 78-101. - Material misrepresentation.

No person shall make material misrepresentations with the intent to obtain a facility use permit. Any applicant found to have made a material misrepresentation shall be subject to denial or revocation of the permit and shall be prohibited from obtaining a facility use permit for a period of not less than two years. Each misrepresentation shall constitute a separate offense.

(Ord. No. 08-12, § 17, 4-22-08)

Sec. 78-102. - Interference with personnel.

No person shall interfere with, hinder or oppose any officer, agent or employee of the department in the discharge of his duties or with the enforcement of the park regulations and rules shall be punishable pursuant to section 1-7.

(Ord. No. 08-12, § 18, 4-22-08)

Sec. 78-103. - Trespass.

No person shall enter or remain in any park, recreational facility, or department managed lands without a permit when closed, if the operating hours are posted at the entrance of such park, recreational facility or department managed lands. No person shall enter or remain in any park, recreational facility or department managed lands when closed after such person receives notice of the operating hours from a department employee or a law enforcement officer.

(Ord. No. 08-12, § 19, 4-22-08)

Sec. 78-104. - Remaining on property after request to leave.

No person who has violated a rule or regulation shall remain in a park, recreational facility or department managed lands after a department employee or law enforcement officer requests that such person leave or vacate the park, recreational facility or department managed lands.

(Ord. No. 08-12, § 20, 4-22-08)

Sec. 78-105. - Gatherings.

No person, group, organization or legal entity shall conduct or participate in any meetings, assemblies, entertainments, tournaments, religious or social gatherings, demonstrations, parades or processions, which are open to the public, without regard to the subject whether religious, social, political, or otherwise, in any park, recreational facility or department managed lands, without a permit, unless fewer than 50 individuals may reasonably be expected to be in attendance.

(Ord. No. 08-12, § 21, 4-22-08)

Sec. 78-106. - Aircraft and parachuting.

No person shall take off in or land any aircraft, glider or parachute in or upon any park, recreational facility, or department managed lands without contractual authority or a permit from the department.

(Ord. No. 08-12, § 22, 4-22-08)

Sec. 78-107. - Commercial activity.

No person shall sell, keep, or offer for sale any tangible or intangible object, merchandise or thing nor solicit for any trade, occupation, business or profession for consideration within any park, recreational facility, or department managed lands without a permit from the department. Compliance with all permit criteria must be met. There is no entitlement or right to conduct commercial activity within any park, recreational facility or department managed lands. The department may, in its sole discretion, deny any request to conduct commercial activity.

(Ord. No. 08-12, § 23, 4-22-08)

Sec. 78-108. - Posting signs.

No person shall post or affix to any tree, shrub, plant, fence, building, structure, monument, wall, table, apparatus, bridge, post, bench, corral, gate or any other physical object any sign, poster or other printed or written matter in any park, recreational facility, or department managed lands without a permit from the department. Applicant(s) shall not post signs except in permitted areas and must not violate any applicable rules and regulations.

(Ord. No. 08-12, § 24, 4-22-08)

Sec. 78-109. - Alcoholic beverages.

No person shall possess or consume alcoholic beverages in any park, recreational facility, or department managed lands except in an area designated and permitted for such purpose.

(Ord. No. 08-12, § 25, 4-22-08)

Sec. 78-110. - Noise.

No person shall use any loudspeaker or other electrical amplifying equipment nor shall any person play any electrically amplified musical instrument in any park, recreational facility, or department managed lands unless such activity is conducted as an incidental activity to a public meeting or assembly for which a permit has been issued. Compliance with all rules and regulations must be met.

(Ord. No. 08-12, § 26, 4-22-08)

Sec. 78-111. - Defacing, tampering with buildings and other property.

No person shall willfully mark, deface, disfigure, injure, tamper with, displace or remove any building, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices, or placards whether temporary or permanent, monuments, stakes, posts or other structures, or equipment or any part of any aforesaid facilities, county property or appurtenances whatsoever, whether real or personal, in any park, recreational facility, or department managed lands. Any violator of this section shall also be liable for actual damages caused to county property.

(Ord. No. 08-12, § 27, 4-22-08)

Sec. 78-112. - Water activity.

No person shall swim, ski, dive, surf, scuba, fish or use boats in any area in any park, recreational facility, or department managed lands unless such area is specifically designated for such purpose.

(Ord. No. 08-12, § 28, 4-22-08)

Sec. 78-113. - Equestrian activity.

No horse shall be allowed in any park, recreational facility, or department managed lands except on roadways and bridle paths within areas designated for such purposes. No person shall be permitted to ride horseback in any park, recreational facility, or department managed lands after dark and before daylight unless a permit is granted from the department. It shall be unlawful for any person to fail to maintain control of any horse in such person's care, custody or control or to ride a horse in a reckless manner. All horses must have a report of a negative Equine Infectious Anemia test conducted within the previous 12 months reported on VS Form 10-11 (Apr 90), and such report must be presented to department personnel or law enforcement or other enforcement personnel upon demand.

(Ord. No. 08-12, § 29, 4-22-08)

Sec. 78-114. - Fires.

No person shall ignite, set or maintain any fire for cooking or any other purpose in any park, recreational facility or department managed lands unless such fire is within a designated area for such purpose.

(Ord. No. 08-12, § 30, 4-22-08)

Sec. 78-115. - Fireworks, weapons.

No person shall carry, fire or discharge any weapon or any rocket, torpedo or fireworks of any description in any park, recreational facility or department managed lands without a permit from the department except in areas designated for such purpose.

(Ord. No. 08-12, § 31, 4-22-08; Ord. No. 2010-08, § 1, 3-23-10)

Sec. 78-116. - Wildlife and domestic animals.

- (a) No person shall hunt, catch, harm, kill, trap, chase, tease, shoot or throw missiles at any animal nor remove or have in his possession the young of any wild animal or eggs or nest thereof in any park, recreational facility or department managed lands. Hunting may be allowed by permit in designated areas, subject to applicable governmental rules, regulations and agency requirements. No person shall abandon an animal in any park, or recreational facility, or department managed lands.
- (b) No person shall bring an animal into any park, recreational facility, or department managed lands unless it is a working service animal or it is an area designated for such purpose. Working service animals must be controlled at all times, on a leash no longer than six feet at all times, and must be properly vaccinated and licensed. It is required to clean up after your working service animal. Licenses and proof of vaccination must be presented to department personnel or law enforcement upon demand.

(Ord. No. 08-12, § 32, 4-22-08)

Sec. 78-117. - Distribution of literature.

No person shall distribute any handbill, circular, booklet, leaflet, flyer, card, pamphlet, sheet, written or printed matter in any park, recreational facility or department managed lands except in designated areas.

(Ord. No. 08-12, § 33, 4-22-08)

Sec. 78-118. - Pollution.

No person shall throw or place or cause to be thrown or placed, any dirt, filth, waste or foreign matter into the waters of any lake, pond, pool, river, inlet, tank or reservoir in any park, recreational facility or department managed lands.

(Ord. No. 08-12, § 34, 4-22-08)

Sec. 78-119. - Deposits of rubbish.

No person shall throw, place, cast, deposit, dump or cause to be thrown, any ashes, refuse, offal, vegetables, garbage, dross, cinders, shells, straw, shavings, paper, scraps, dirt or like matter, filth or rubbish of any kind in any park recreational facility, or department managed lands except to place the same in cans or receptacles provided for such matter.

(Ord. No. 08-12, § 35, 4-22-08)

Sec. 78-120. - Removal of natural resources.

No person shall remove any beach sand, whether submerged or not, any soil, rock, stones, plants, wood, or other materials, or make any excavation by tool, equipment, blasting or other means or agency in any park, recreational facility or department managed lands.

(Ord. No. 08-12, § 36, 4-22-08)

Sec. 78-121. - Protection of trees and vegetation.

No person shall remove, damage, cut, carve, or transplant, any tree, shrubbery, lawn or plant or injure the bark or pick the flowers or fruit thereof in any park, recreational facility or department managed lands. No person shall attach any rope, wire, or other contrivance to any tree or plant in any park, recreational facility or department managed lands.

(Ord. No. 08-12, § 37, 4-22-08)

Sec. 78-122. - Sleeping.

No person shall sleep, camp, lodge or park a vehicle overnight in any park, recreational facility or department managed lands except in areas designated for such purposes or if a permit is issued for other areas by the department.

(Ord. No. 08-12, § 38, 4-22-08)

Sec. 78-123. - Traffic.

- (a) The state uniform traffic control laws, F.S. ch. 316, are incorporated by reference and made a part of this article and shall apply to the operation of all motor vehicles on streets and roads in county parks, unless modified herein. Department personnel and law enforcement are hereby authorized to direct traffic whenever necessary.
- (b) No person shall operate, drive or park any motor vehicle or other vehicle upon any road, driveway, path, parking area or other area unless such road, driveway, path, parking area or other area has

been designated by the department for such purpose. No person shall cause any vehicle for hire to stand upon any part of a park, recreational facility or department managed lands for the purpose of soliciting passengers.

- (c) No person shall drive a vehicle at a rate of speed exceeding five miles per hour in any county park unless the department has designated, by posted sign, a greater speed limit.
- (d) No person shall park any vehicle in any park, recreational facility or department managed lands except in other areas designated for parking. No person shall leave any vehicle standing or parked at night without lights clearly visible at least 200 feet from said vehicle except in legally established parking areas or designated campsite areas.
- (e) No person shall enter or exit from any park, recreational facility or department managed lands in any vehicle except at entrances and exits established for such purpose by the department.

(Ord. No. 08-12, § 39, 4-22-08)

Sec. 78-124. - Utilities.

No person shall locate any utility upon any park, recreational facility or department managed lands without receiving a permit from the department.

(Ord. No. 08-12, § 40, 4-22-08)

Sec. 78-125. - Organized activities.

No person shall play or participate in any game or organized activity including but not limited to football, soccer, baseball, basketball, or any such game, in any park, recreational facility or department managed lands, except in areas designated for such use.

(Ord. No. 08-12, § 41, 4-22-08)

Sec. 78-126. - Smoking and tobacco products.

No person shall smoke or use tobacco products in any youth athletic area, playground area, indoor facility, nor in any area designated as a no smoking area. No person shall smoke or use tobacco products at any athletic area located on county school board property.

(Ord. No. 08-12, § 42, 4-22-08)

Sec. 78-127. - Contributions and sponsorships.

- (a) The department director and/or designee is authorized to solicit and accept individual co-sponsorships and contributions of cash, goods, and services up to \$35,000.00 from persons, service clubs, groups, and businesses in support of county programs, events, and activities in the parks and provide acknowledgements in materials associated with promotion and conduct of the program, event or activity.
- (b) The department director and/or designee may through co-sponsorships with non-profit and not for profit organizations for special events collect donations that may be given to the co-sponsored organization.

(Ord. No. 08-12, § 43, 4-22-08)

Sec. 78-128. - Grants.

The department director is authorized to procure grants and execute any documents as required by the granting authority for the application process of the grant; including but not limited to resolutions, applications, contracts, establish budgets and amendments based on the approval levels in County Administrative Order AO—29.

(Ord. No. 08-12, § 44, 4-22-08)

Secs. 78-129—78-145. - Reserved.

DIVISION 3. - RESERVED

FOOTNOTE(S):

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Editor's note— Ord. No. 08-12, § 45, adopted April 22, 2008, repealed division 3, §§ 78-146—78-148, in its entirety, which pertained to prohibited conduct, and derived from Ord. No. 96-31, §§ 33—35, adopted July 2, 1996.

Secs. 78-146—78-148. - Reserved.

Eco-Tour Vendor General Permit Application



Company Name: _____

Vendor Number _____

Owner's Name: _____

Date Received _____

Email: _____ Phone Number: _____

Company Website Address: _____

Eco-Tour Vendor General Permits \$500 Annually:

Eco tour vendors are required to have a General Permit to operate commercial tours from county parks. *NO FEES ARE DUE AT THE TIME OF APPLICATION.* General Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue. General permits will be issued for the following approved locations:

Approved Eco-Tour Vendor General Permit Launch Sites:

Fay Lake Wilderness Park - Port St. John	Fox Lake Park - Titusville
Hatbill Park - Titusville	Parrish Park - Titusville
Chain of Lakes Park - Titusville	Kennedy Point Park - Titusville
Marina Park - Titusville	Sand Point Park - Titusville
Port St. John Boat Ramp	Six Mile Creek - Mims
Scottsmoor Landing	Leroy Wright Recreation Area - Cocoa
Lee Wenner Park - Cocoa	James G. Bourbeau Park - Cocoa
Kelly Park East - Merritt Island	Kiwanis Island Park - Merritt Island
Eau Gallie Causeway Ramp - Melbourne	Fisherman's Landing - Grant-Valkaria
Lake Washington Park - Melbourne	Pineda Causeway - Satellite Beach
POW/MIA Park - Melbourne	Rotary Park Suntree - Melbourne

Tours may be operated at the above locations seven (7) days per week with no holiday restrictions. Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

General Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Eco-Tour Vendor Restricted Use Permit Information

Eco-Tour Vendor Restricted Use Permits:

Eco tour vendors are required to have an Eco Tour Vendor Restricted Use Permit to operate commercial tours from the following locations:

Eco-Tour Vendor Restricted Use Permit Launch Sites:

- Manatee Cover Park - North Merritt Island
- Pine Island Conservation Area - North Merritt Island

Please indicate above if you are applying for participation in the lottery selection process for one or both of the Restricted Use Launch Sites by putting a "check" in the appropriate box(s).

Restricted Use Permits are issued through a lottery process. Each applicant will be required to have a representative attend the lottery drawing.

Return completed application to:

Brevard County Parks and Recreation Department
Central Area Parks Operations Office
840 Forrest Ave.
Cocoa, FL 32922
321-633-1874

Eco-Tour Vendor
Restricted Use Permit Application
Pine Island Conservation Area



Company Name: _____

Owner's Name: _____

Vendor Number _____

Date Received _____

Email: _____ Phone Number: _____

Company Website Address: _____

Eco-Tour Vendor Restricted Use Permits \$1,000 per Day:

Eco-Tour vendors are required to have an Eco-Tour Vendor Restricted Use Permit to operate commercial tours from Manatee Cove Park and Pine Island Conservation Area. *NO FEES ARE DUE AT THE TIME OF APPLICATION.* Restricted Use Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue.

Tuesday Indicate your choices for launch days in order of preference (1-3) by putting the appropriate number in the boxes to the left. 1 for your most preferred day and 3 for your least preferred.

Thursday

Saturday

Please also indicate here if you are applying for 1 __ OR 2 __ launch days at this location.

Operation is allowed on specified days only (Selected Holidays excluded: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day). Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

Restricted Use Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Return completed application to: Brevard County Parks and Recreation Department, Central Area Parks Operations Office, 840 Forrest Ave., Cocoa, FL 32922; 321-633-1874

**Eco-Tour Vendor
Restricted Use Permit Application
Manatee Cove Park**



Company Name: _____

Vendor Number _____

Owner's Name: _____

Date Received _____

Email: _____ Phone Number: _____

Company Website Address: _____

Eco-Tour Vendor Restricted Use Permits \$1,000 per Day:

Eco-Tour vendors are required to have an Eco-Tour Vendor Restricted Use Permit to operate commercial tours from Manatee Cove Park and Pine Island Conservation Area. *NO FEES ARE DUE AT THE TIME OF APPLICATION.* Restricted Use Permit fees may be paid in full or on a quarterly basis. No refunds will be given after date of issue.

Monday	<input type="checkbox"/>	Indicate your choices for launch days in order of preference (1-3) by putting the appropriate number in the boxes to the left. 1 for your most preferred day and 3 for your least preferred.
Wednesday	<input type="checkbox"/>	
Friday	<input type="checkbox"/>	

Please also indicate here if you are applying for 1 __ OR 2 __ launch days at this location.

Operation is allowed on specified days only (Selected Holidays excluded: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day). Two (2) tours maximum per day, not to exceed fifteen (15) boats per tour including guide boats, with no more than one tour operating at a time per vendor.

Vendor Signature: _____ Date: _____

Restricted Use Permit Issued

Manager, Parks & Recreation Department: _____ Date: _____

Return completed application to: Brevard County Parks and Recreation Department, Central Area Parks Operations Office, 840 Forrest Ave., Cocoa, FL 32922; 321-633-1874

Lottery Selection Process

Eco-Tour Vendor Restricted Use Permit

Applications are available online.

Annual deadline for submittals (same date each year).

One application per company may be submitted for each launch site. Individual vendors will be limited to no more than two days annually per site. Staff will assign a number to each application as it is received.

Lottery Drawing Options:

Option 1: Two separate drawings - one for the first day and one for the 2nd days that are left if any.

Option 2: One drawing where each vendor selected gets their two available days.

After drawing is complete, all vendors shall be drawn again to establish an ordered alternate list to assign days that may become available if selected vendors withdraw their permit or don't pay. Vendors can only be selected for days they identified on their application. Any alterations to schedules between vendors must be approved in advance by the Department.

Examples of two drawing process outcomes:

If 3 vendors apply:

1 will receive 1 day

2 will receive 2 days

If 4 vendors apply:

3 will receive 1 day

1 will receive 2 days

If 5 vendors apply:

5 will receive 1 day

If 6 vendors apply:

5 will receive 1 day

1 will be an alternate

The Lottery Selection Process shall be publicly noticed and open to the public to observe. Ping pong balls will be numbered with vendor application numbers. Ping pong balls will be drawn from a container by hand or a bingo ball roller. Letters will be sent out to all applicants announcing winners with a deadline for payment. Any remaining days not claimed by payment deadline will be awarded to vendors on the ordered alternate list.

**Eco-Tour
Vendor Permit**

Brevard County
Parks and Recreation
Department

Permit # 879

General

**Manatee Cove
Monday / Tuesday**

**Pine Island
Wednesday**

Expires: 12/31/15

**ECO-TOUR VENDOR
PERMIT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into on the _____ day of _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and _____ (hereinafter referred to as “Permittee”).

WHEREAS, the County operates and regulates parks, watercraft launch access areas and appurtenances as active and passive public recreation facilities; and

WHEREAS, the County has a unique ecosystem on the coast of Florida that affords an eco-tourism experience for visitors and residents alike through the services provided by eco-tour vendors; and

WHEREAS, the County wishes to maintain and enhance the watercraft users’ experience while protecting the various waterways’ fragile ecosystem; and

WHEREAS, the locations that provide watercraft launch access have limited parking and launch capacity requiring a need for regulation and control; and

WHEREAS, the provisions for limited commercial tourism is compatible with public use; and

WHEREAS, there are a limited number of locations which may provide commercial services on the waterways at this time; and

WHEREAS, it is the County’s desire to serve the public in accordance with this Agreement and under the regulation of the County; and

WHEREAS, the County and the Permittee desire to set forth the terms and conditions for public service in parks with watercraft launch access; and

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration passing between the parties hereto, receipt of which is hereby acknowledged, the parties hereto agree as follows:

RECITALS. The foregoing recitals are true and are incorporated herein by reference.

1. **Grant.** The County hereby grants to Permittee an Eco-Tour Vendor _____ Permit, attached hereto as **Exhibit A**, to conduct commercial eco-tours at specific location(s) described in **Exhibit A**. Permittee must comply with all applicable rules and regulations.
2. **Duration of Agreement.** This Agreement shall continue in force and effect for a term commencing on the Effective Date of this Agreement and expiring on _____. On or before the effective date of this Agreement, Permittee shall deliver to the County the policies of insurance required hereunder. Should the Permittee fail to comply with the foregoing, it shall acquire no right, privilege or authority under the Agreement whatsoever.
3. **Fees.** All fees shall be paid in full or on a quarterly basis with final payment received by the County before the expiration date of this Agreement. Failure to make payment in a timely manner shall constitute a breach of this Agreement.

ECO-TOUR VENDOR PERMIT AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into on the _____ day of _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and _____ (hereinafter referred to as “Permittee”).

WHEREAS, the County operates and regulates parks, watercraft launch access areas and appurtenances as active and passive public recreation facilities; and

WHEREAS, the County has a unique ecosystem on the coast of Florida that affords an eco-tourism experience for visitors and residents alike through the services provided by eco-tour vendors; and

WHEREAS, the County wishes to maintain and enhance the watercraft users’ experience while protecting the various waterways’ fragile ecosystem; and

WHEREAS, the locations that provide watercraft launch access have limited parking and launch capacity requiring a need for regulation and control; and

WHEREAS, the provisions for limited commercial tourism is compatible with public use; and

WHEREAS, there are a limited number of locations which may provide commercial services on the waterways at this time; and

WHEREAS, it is the County’s desire to serve the public in accordance with this Agreement and under the regulation of the County; and

WHEREAS, the County and the Permittee desire to set forth the terms and conditions for public service in parks with watercraft launch access; and

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration passing between the parties hereto, receipt of which is hereby acknowledged, the parties hereto agree as follows:

RECITALS. The foregoing recitals are true and are incorporated herein by reference.

1. **Grant.** The County hereby grants to Permittee an Eco-Tour Vendor _____ Permit, attached hereto as **Exhibit A**, to conduct commercial eco-tours at specific location(s) described in **Exhibit A**. Permittee must comply with all applicable rules and regulations.
2. **Duration of Agreement.** This Agreement shall continue in force and effect for a term commencing on the Effective Date of this Agreement and expiring on _____. On or before the effective date of this Agreement, Permittee shall deliver to the County the policies of insurance required hereunder. Should the Permittee fail to comply with the foregoing, it shall acquire no right, privilege or authority under the Agreement whatsoever.
3. **Fees.** All fees shall be paid in full or on a quarterly basis with final payment received by the County before the expiration date of this Agreement. Failure to make payment in a timely manner shall constitute a breach of this Agreement.

4. **Accounting Procedure:** The Permittee shall maintain complete and accurate financial and performance records in accordance with good and accepted accounting procedures, which records shall be available for inspection upon request by the County or any duly authorized representative thereof. The Permittee hereby agrees to maintain financial records and to adopt accounting procedures requested by the County. The Permittee shall cooperate with and provide the County or its duly authorized representative with any additional information or reports concerning its activities, income, revenues, expenses, and disbursements when so requested.
5. **Right to Audit Records:** In the performance of this Agreement, the Permittee shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Permittee in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Permittee for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes. All records or documents created by the Permittee or provided to the Permittee by the County in connection with the activities or services provided by the Instructor under the terms of this Agreement, are public records and the Permittee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.
6. **Indemnification and Insurance:** The Permittee agrees to indemnify and hold harmless the County from any and all liability, claims, damages expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the activities of the Permittee or with the use, occupation, management or control of the facilities or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Permittee agrees to defend at his expense any and all actions, suits or proceedings which may be brought against the County arising from the Permittee's activities and that he will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this indemnification and hold harmless provision. The Permittee shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized in conducting said program(s). All personal property utilized at a County facility shall be at the risk of the Permittee, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever.

The Permittee agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Permittee's interest therein. The Permittee agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Permittee against any and all claims, demands and causes of action whatsoever for injuries received and damage to property incurred in connection with the use, occupation, and management or control of the property during any activities conducted thereon by Permittee. Such policies of insurance shall insure the Permittee in the amount of not less than \$1,000,000 and Watercraft Liability Insurance in an amount not less than \$1,000,000 per occurrence to cover any and all liability claims arising in connection with any particular accident or occurrence.

Permittee is responsible for Workers Compensation in accordance with State law.

Said insurance policies shall be endorsed to name the County as an additional insured and shall be entitled to thirty (30) days prior notice of any changes or cancellation in said policies. The Permittee shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Permittee. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Permittee's interests or liabilities, but are merely minimums. A certificate of insurance indicating the Instructor has coverage in accordance with the requirements of this Agreement shall be furnished by the Permittee to the Brevard County Parks and Recreation Department, 840 Forrest Avenue, Cocoa, FL 32922 on or before the effective date of this agreement.

7. **Independent Contractor.** The Permittee shall perform the terms and conditions of this Agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall, in any way, be construed to constitute the Permittee or any of its agents or employees as the representative agents or employees of the County.
8. **Background Investigation Check.** The Permittee, all employees and volunteers hereby agree to submit to a Level 1 Background Screening at the expense of the Permittee. The Permittee may be disqualified based on the results of the Level 1 Background Screening. This Agreement is contingent upon satisfactory completion of Level 1 Background Screening. The County shall terminate this Agreement, effective immediately, if the Permittee is disqualified by the Level 1 Background Screening or if the Level 1 Background Screening reveals one or more felonies or first degree misdemeanors directly related to the Permittee's duties and responsibilities under this Agreement. Level I Background Screening includes the following:
 - Clerk E-Facts – www.brevardclerk.us
 - Fingerprinting (FDLE and National FBI Criminal Check through VECHS) (Schedule through HR).
 - Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting.
 - National Sex Offender Public Website – www.nsopw.gov
9. **Music Performance.** The Permittee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Permittee shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Agreement. The Permittee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.
10. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
11. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
12. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury.
13. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the County.
14. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Permittee list.
15. **Emergencies.** In the case of a declared state of emergency in Brevard County by the Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.
16. **Copyright.** No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Permittee in the United States or any other country.

17. **Modification.** No modification of this agreement shall be binding on County or the Permittee unless reduced to writing and signed by a duly authorized representative of County and the Permittee.
18. **Standards of Operation.**
 - a. Permittee agrees to adhere to the rules and regulations attached hereto as **Exhibit B**.
 - b. All commercial eco-tours conducted in the designated area of parks, shall have the appropriate Business Tax Receipt and proof of liability insurance in force.
 - c. Patrons shall be required to sign a County approved waiver form of liability absolving Brevard County Board of County Commissioners of any liability for death, injuries, or property damage incurred while participating in the commercial operation; copies of the waiver forms must be submitted to the County monthly.
 - d. All eco-tour patrons must wear lifejackets and guides must insure adequate operable audio warning devices are available to all patrons in accordance with U.S. Coast Guard requirements while on the waterways.
 - e. Permittees agree to remain ashore in the threat of severe or inclement weather and/or to immediately seek safe harbor upon the first indication that an impending weather conditions might endanger patron.
 - f. The Permittee must supervise the conduct of its patrons and/or employees to ensure that any such activities are not inconsistent with the proper safety, enjoyment and protection of visitors; any improper actions or activities must be corrected immediately and effectively.
 - g. The Permittee must maintain an alcohol and drug free commercial operation.
 - h. The eco-tour must not interfere with the general public's use of park facilities.
 - i. All eco-tours shall be conducted during park operation hours, unless approval has been permitted by the County.
19. **Administration.** The Permittee, in accepting this agreement, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Permittee's conduct of its business when operating in County parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Permittees, or with County residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as relates to the above authority may be appealed by the Permittee to the Parks and Recreation Director, or designee, whose decision shall be final.
20. **Areas of Operation.** The County shall designate the parking location for Permittee vehicles and trailers.
21. **Maintenance and Housekeeping.**
 - a. Storage of watercraft, trailers or related equipment on County property is expressly forbidden; all watercraft, equipment and trailers shall be removed from the park at the conclusion of the daily tours.
 - b. Permittee agrees to limit signage to that permanently affixed to the vehicle(s) used to conduct the business. Additional signage placement shall be at the discretion of the County.
 - c. The Permittee agrees to clean and remove paper, trash and debris generated by the eco-tour operator and/or patrons of the business.
22. **Termination of Permittee Agreement.**
 - a. The Permittee agrees to notify the County, in writing, of its intentions to terminate this agreement.
 - b. The rights of the Permittee may be immediately terminated by the County upon written notice by certified U.S. mail to the Permittee of failure of the Permittee to comply with the terms, limitations or conditions specified in this agreement. Fees paid are non-refundable.
23. **Non-Exclusivity.** The Permittee and the County agree that use of the designated parks and recreational areas as a commercial eco-tour location is non-exclusive. Permittee shall not interfere with the general public's use and enjoyment of the park.
24. **Business Interruption.** The County shall not be liable to the Permittee for any damages arising out of the temporary prohibition of use and/or access to the designated parks, docks or launch areas for environmental

protection, public safety, maintenance or governmental activities or events which prohibits the Permittee from being present and/or engaging in its business activities.

25. **Notice.** Notice under this Agreement shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department at 840 Forrest Avenue, Cocoa, FL 32922; and notice shall be given to the Organization by mailing written notice, postage prepaid, to _____.

26. **Assignment.** The Permittee shall not assign any portion of this Agreement.

27. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BREVARD COUNTY PARKS AND RECREATION DEPARTMENT:

Reviewed for legal form and content:

Assistant County Attorney

Jack Masson, Director
Parks and Recreation Department

Date

WITNESS:

PERMITTEE:

Signature

Date

Exhibit B

RULES & REGULATIONS GOVERNING COMMERCIAL ECO-TOURS IN COUNTY PARKS

- All commercial operations within or from any County park must have Permittee rights granted to the business owner.
- All patrons of Permittee eco-tour vendors must sign a waiver of liability (Participant Waiver and Hold Harmless Agreement).
- The Permittee agrees to abide by the terms and conditions of the eco-tour permit agreement. Violations will result in termination of the agreement and loss of rights and privileges to conduct specified commercial operations.
- Permittees are responsible for the supervision and conduct of their patrons.
- Permittees must educate patrons to respect the fragile environment, waterways and wildlife and to discourage patrons from feeding, touching, petting or otherwise disturbing wildlife.
- Permittees agree to clean and remove trash and debris generated by their operations or patrons.
- Storage of watercraft, trailers and related equipment on County property is expressly prohibited; all such items must be removed from park at the conclusion of the daily tours.
- Permittees agree to restrict commercial signage to that permanently affixed to their vehicles.
- Permittees agree to comply with schedule and location restrictions as outlined in Exhibit B.
- All patrons must wear lifejackets and guides must ensure adequate operable audio warning devices are available to all patrons in accordance with U.S. Coast Guard requirements.
- Permittees agree to conduct themselves and their businesses in an ethical and cooperative manner and to facilitate a harmonious locale by getting along with other operators and private park users.
- Any problems, disputes or concerns are to be directed to the Parks and Recreation Director located at 2725 Judge Fran Jamieson Way, Bldg. B- Room #203, Viera, Florida, 32940.